# INFORMATION TO OFFERORS OR QUOTERS SECTION A - COVER SHEET

1. SOLICITATION NUMBER
2. (X one)

a. SEALED BID

X b. NEGOTIATED (RFP)

N00173-98-R-DB07

c. NEGOTIATED (RFQ)

#### INSTRUCTIONS

NOTE THE AFFIRMATIVE ACTION REQUIREMENT OF THE EQUAL OPPORTUNITY CLAUSE WHICH MAY APPLY TO THE CONTRACT RESULTING FROM THIS SOLICITATION.

You are cautioned to note the "Certification of Non-Segregated Facilities" in the solicitation. Failure to agree to the certification will render your reply nonresponsive to the terms of solicitations involving awards of contracts exceeding \$25,000 which are not exempt from the provisions of the Equal Opportunity clause.

"Fill-ins" are provided on the face and reverse of Standard Form 18 and Parts I and IV of Standard Form 33, or other solicitation documents and Sections of Table of Contents in this solicitation and should be examined for applicability.

See the provision of this solicitation entitled either "Late Bids, Modifications of Bids or Withdrawal of Bids" or "Late Proposals, Modifications of Proposals and Withdrawals of Proposals."

When submitting your reply, the envelope used must be plainly marked with the Solicitation Number, as shown above and the date and local time set forth for bid opening or receipt of proposals in the solicitation document.

If NO RESPONSE is to be submitted, detach this sheet from the solicitation, complete the information requested on reverse, fold, affix postage, and mail. NO ENVELOPE IS NECESSARY.

Replies must set forth full, accurate, and complete information as required by this solicitation (including attachments). The penalty for making false statements is prescribed in 18 U.S.C. 1001.

3. ISSUING OFFICE (Complete mailing address, including ZIP Code)

CONTRACTING OFFICER

NAVAL RESEARCH LABORATORY

ATTN: CODE 3230.DB

WASHINGTON DC 20375-5326

4. ITEMS TO BE PURCHASED (Brief description)

RESEARCH & DEVELOPMENT EXPTERTISE IN THE AREA OF ADVANCED NUMERICAL WEATHER PREDICTION.

5. PR	OCUF	REMENT INFORMATION	X and complete as applicable)							
X	a. THIS PROCUREMENT IS UNRESTRICTED									
		HIS PROCUREMENT IS A is solicitation for details of		OLLOWING (X one). (See Section I of the Table of Contents in						
		(1) Small Business	(2) Labor Surplus Area Concerns	(3) Combined Small Business/Labor Area Concerns						

#### 6. ADDITIONAL INFORMATION

The Naval Research Laboratory Contracting Division issues solicitations and amendments to solicitations electronically via the Internet at the following website: http://heron.nrl.navy.mil/contracts/home.htm.

Any amendments to this solicitation will be posted at that website. Amendments will not be distributed by any other means. It is the responsibility of potential offerors to periodically review the website for amendments to this solicitation.

7. POINT OF CONTACT FOR INFORMATION	
a. NAME (Last, First, Middle Initial)	b. ADDRESS (Include Zip Code)
BRINKWORTH, DANIEL	NAVAL RESEARCH LABORATORY
c. TELEPHONE NUMBER (Include Area Code and Extension) (NO	4555 OVERLOOK AVE., SW CODE 3230.Db
COLLECT CALLS) (202) 767-6746	WASHINGTON, DC 20375-5326

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e. OTHER (Specify)								
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# PART I - THE SCHEDULE

# **SECTION B**

#### SUPPLIES OR SERVICES AND PRICES/COSTS

### **B-1** SUPPLIES/SERVICES AND COSTS

ITEM NUMBER	SUPPLIES OR SERVICES	MAXIMUM ESTIMATED COST	MAXIMUM FIXED FEE	MAXIMUM TOTAL EST COST PLUS FIXED FEE
0001	The Contractor shall provide technical and scientific expertise in support of the research and development requirements in accordance attachment number 1 and Section C.		\$	\$
0002	Data in accordance with Exhibit A (DD 1423) and Enclosure (1)	* NSP	* NSP	* NSP
	STIMATED COST PLUS FIXE parately Priced	D FEE \$	\$	

#### MINIMUM AND MAXIMUM QUANTITIES

As contemplated by the clause of the solicitation entitled, "Indefinite Quantity", the minimum quantity that will be ordered by the Government during the effective period of the contract is research and development support requiring the contractor to provide a level of effort of **1,000** direct labor hours.

The maximum quantity that the Government may order during the effective period of the contract is research and development support requiring the contractor to provide a level of effort of **94,000** direct labor hours.

The minimum and maximum quantities may consist of any combination of the tasks contained in the statement of work.

#### **SECTION C**

# DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

#### C-1 STATEMENT OF WORK

The work and services to be performed hereunder shall be subject to the requirements and standards contained in Attachment (1), Statement of Work, with Exhibit A, Contract Data Requirements List, and all other Attachments cited in Section J, which are incorporated by reference into Section C.

**C-2** The specific work to be carried out shall be further described in task orders issued under this contract.

### C-3 REQUIREMENTS FOR ON-SITE CONTRACTORS

For those portions of the work under this contract performed at any NRL site, the contractor shall comply with the Requirements for On-Site Contractors dated 02 February 1998 which are hereby incorporated by reference. The full text is available at http://heron.nrl.navy.mil/contracts/home.htm.

### **SECTION D**

#### **PACKAGING AND MARKING**

#### **D-1** PACKAGING AND MARKING

Preservation, packaging, packing and marking of all deliverable contract line items must conform to normal commercial packing standards to assure safe delivery at destination.

### **SECTION E**

#### INSPECTION AND ACCEPTANCE

# **E-1** INSPECTION AND ACCEPTANCE CLAUSES INCORPORATED BY REFERENCE:

#### FAR CLAUSE TITLE

52.246-5 - Inspection Of Services - Cost Reimbursement (APR 1984)

#### **E-2** INSPECTION AND ACCEPTANCE

Inspection and acceptance of the final delivery will be accomplished by the Technical Manager (TM) or Contracting Officer Representative (COR) designated in Section G of this contract. Inspection and

acceptance will be performed at the Naval Research Laboratory, Laboratory, 7 Grace Hopper Ave., Monteray, CA 93943. Constructive acceptance, in accordance with FAR 32.905 (a) (1), shall be deemed to have occurred on the 7th day after the final delivery.

#### **SECTION F**

#### **DELIVERIES OR PERFORMANCE**

F-1 DELIVERIES OR PERFORMANCE CLAUSES INCORPORATED BY REFERENCE:

# FAR CLAUSE TITLE

52.242-15 - Stop-Work Order (AUG 1989) - Alternate I (APR 1984)

52.247-34 - F.O.B. Destination (NOV 1991)

### F-2 PERIOD AND PLACE OF PERFORMANCE

- (a) The effective period of this contract during which delivery orders/task orders may be issued is from date of contract award through five (5) years.
- (b) Each delivery order/task order shall specify the period of performance.
- (c) The principal place of performance of this contract shall be at the Naval Research Laboratory in Monteray California. \*

#### **SECTION G**

# **CONTRACT ADMINISTRATION DATA**

#### **G-1** PROCURING OFFICE REPRESENTATIVE

In order to expedite administration of this contract, the Administrative Contracting Officer (ACO) will direct inquiries to the appropriate office listed below. Please do not direct routine inquiries to the person listed in Item 20A on Standard Form 26.

Contract Matters –Dan Brinkworth , Code 3230, (202) 767-6746, DSN 297-6746, or Telecopier (202)767-6197

Security Matters - Mr. Charles Rogers, Code 1221, (202) 767-2240, DSN 297-2240

Safety Matters - Mr. Kirk J. King, Code 1240, (202) 767-2232, DSN 297 2232

Patent Matters - Mr. Thomas McDonnell, Code 3008.2, (202) 767-3427, DSN 297-3427

Release of Data - Mr. Richard L. Thompson, Code 1230 (202) 767-2541, DSN 297-2541

The ACO will forward invention disclosures and reports directly to the Associate Counsel for Patents, Code 3008.2, Naval Research Laboratory, Washington DC 20375-5320. The Associate Counsel for Patents will return the reports along with a recommendation to the Administrative Contracting Officer. The Associate Counsel for Patents will represent the Contracting Officer with regard to invention reporting matters arising under this contract.

# G-2 CONTRACTING OFFICER'S REPRESENTATIVE (COR) - FUNCTIONS AND LIMITATIONS

\* is hereby designated the cognizant COR who will represent the Contracting Officer in the administration of technical details within the scope of this contract and inspection and acceptance. The COR is not otherwise authorized to make any representations or commitments of any kind on behalf of the Contracting Officer or the Government. The COR does not have the authority to alter the Contractor's obligations or change the specifications in the contract. If, as a result of technical discussions, it is desirable to alter contract obligations or statements of work, a modification must be issued in writing and signed by the Contracting Officer. The COR is responsible for reviewing the bills and charges submitted by the Contractor and informing the ACO of areas where exceptions are to be taken.

(\* To be filled in at time of award)

# G-3 TECHNICAL DIRECTION MEMORANDUM (TDM)

- (a) For the purposes of this clause, technical direction includes the following:
  - (1) Direction to the Contractor which shifts work emphasis between work areas or tasks, requires pursuit of certain lines of inquiry, fills in details or otherwise describes work which will accomplish the objectives described in the statement of work;
  - (2) Guidelines to the Contractor which assist in interpretation of drawings, specifications or technical portions of work description.
- (b) Technical instructions must be within the scope of work stated in the contract. Technical instructions may not be used to:
  - (1) Assign additional work under the contract:
  - (2) Direct a change as defined in the contract clause entitled "Changes";
  - (3) Increase or decrease the estimated contract cost, the fixed fee, or the time required for contract performance; or
  - (4) Change any of the terms, conditions or specifications of the contract
- (c) The TDM shall be written by the Contracting Officer's Representative (COR), with the original given to the Contractor and a copy retained in the CORs file. Technical direction may be issued orally only in emergency situations. If technical direction is issued orally, a TDM must follow within two (2) working days from the date of the oral direction. Amendments, corrections, or changes to TDMs shall also be in written format and shall include all the information set forth in e. Below.
- (d) A TDM shall be considered issued when the Government deposits it in the mail, or if transmitted by other means, when it is physically delivered to the contractor.

- (e) TDMs shall include, but not be limited to, the following information:
  - (1) Date of TDM,
  - (2) Contract Number,
  - (3) Reference to the relevant portion or item in the Statement of Work,
  - (4) The specific technical direction or clarification, and
  - (5) The signature of the COR.
- (f) CORs shall retain all files containing TDMs for a period of two (2) years after the final contract completion date.
- (g) The only individual authorized in any way to amend or modify any of the terms of this contract shall be the Contracting Officer. When, in the opinion of the Contractor, any technical direction calls for effort outside the scope of the contract or inconsistent with this special provision, the Contractor shall notify the Contracting Officer in writing within ten (10) working days after its receipt.
- **G-4** NAPS 5252.232-9001 SUBMISSION OF INVOICES (COST-REIMBURSEMENT, TIME-AND-MATERIALS, LABOR-HOUR, OR FIXED PRICE INCENTIVE (JUL 1992)
- (a) "Invoice" as used in this clause includes contractor requests for interim payments using public vouchers (SF 1034) but does not include contractor requests for progress payments under fixed price incentive contracts.
- (b) The Contractor shall submit invoices and any necessary supporting documentation, in an original and 4 copies, to the contract auditor at the following address:

(To be filled in at time of award)

unless delivery orders are applicable, in which case invoices will be segregated by individual order and submitted to the address specified in the order. In addition, an information copy shall be submitted to [See Section G for designated COR]. Following verification, the contract auditor will forward the invoice to the designated payment office for payment in the amount determined to be owing, in accordance with the applicable payment (and fee) clause(s) of this contract.

(c) Invoices requesting interim payments shall be submitted no more than once every two weeks, unless another time period is specified in the Payments clause of this contract. For indefinite delivery type contracts, interim payment invoices shall be submitted no more than once every two weeks for each delivery orders. There shall be a lapse of no more than <u>30</u> calendar days between performance and submission of an interim payment invoice.

(d) In addition to the information identified in the Prompt Payment clause herein, each invoice shall contain the following information, as applicable:

- (1) Contract line item number (CLIN)
- (2) Subline item number (SLIN)
- (3) Accounting Classification Reference Number(ACRN)
- (4) Payment terms
- (5) Procuring activity
- (6) Date supplies provided or services performed
- (7) Costs incurred and allowable under the contract
- (8) Vessel (e.g., ship, submarine or other craft) or system for which supply/service is provided
- (e) A DD Form 250, "Material Inspection and Receiving Report",
  - \*\* is required with each invoice submittal.
  - \*\* is required only with the final invoice.
  - \*X\* is not required.
- (f) A Certificate of Performance
  - \*\* shall be provided with each invoice submittal.
  - \*X\* is not required.
- (g) The Contractor's final invoice shall be identified as such, and shall list all other invoices (if any) previously tendered under this contract.
- (h) Cost of performance shall be segregated, accumulated and invoiced to the appropriate ACRN categories to the extent possible. When such segregation of costs by ACRN is not possible for invoices submitted with CLIN/SLINS with more than one ACRN, an allocation ratio shall be established in the same ratio as the obligations cited in the accounting data so that costs are allocated on a proportional basis.

#### **G-5** INCREMENTAL FUNDING

Orders issued under this contract may be incrementally funded. Incrementally funded orders will contain a provision substantially as follows:

This order is incrementally funded pursuant to the Limitation of Funds clause, FAR 52.232-22. Funds are allotted to the order in the amount of \$ \* and it is estimated that they are sufficient for performance through \*.

(\* To be filled in at time of award)

( \* To be filled in at time of award)

# G-6 PAYMENT INSTRUCTIONS FOR MULTIPLE ACCOUNTING CLASSIFICATION CITATIONS (COST-REIMBURSEMENT)

The purpose of these instructions is to permit the paying office to charge the accounting classification citations in the contract in a manner that reflects the performance of the contract. These instructions do not create any obligation on the part of the Government or the contractor nor do they in any way alter any obligation created by any other provision of the contract. Invoices should be paid from available ACRNs in the following order:

- (a) ACRNs cited on the contractor's invoice.
- (b) On a proportional basis from any ACRNs assigned to funds which will cancel at the end of the current fiscal year.
- (c) The ACRN assigned to the following line of accounting:
  - 97X4930.NH4A 000 77777 0 000173 2F 000000 N00173Z45000.
- (d) If funds appropriated in more than one fiscal year are allotted to the contract, the ACRN assigned to the oldest allotment of funds.
- (e) On a proportional basis from all ACRNs assigned to allotments of funds appropriated in a single fiscal year.

#### G-7 ACCOUNTING AND APPROPRIATION DATA

Each delivery order/task order will contain the accounting and appropriation data for payment under the contract.

#### G-8 TASK ORDER PROCEDURES FOR INDEFINITE QUANTITY CONTRACTS

The following procedure shall be followed when placing task orders under this contract:

- (a) Only properly appointed Contracting Officers employed at the Naval Research Laboratory (NRL) shall issue task orders under this contract.
- (b) A DD Form 1155 will be issued for each task order. The DD Form 1155, "Order for Supplies or Services", shall constitute the instrument for the placement of requirements under this contract.
- (c) Each task order shall be subject to FAR 52.232-20 Limitation of Cost or FAR 52.232-22 Limitation of Funds clause, as appropriate. Each task order is subject to the terms and conditions of the clause in Section H entitled, "Level of Effort Task Orders".
- (d) Prior to the issuance of a task order, the contractor will be provided with the statement of work and shall promptly submit a cost proposal for performing the work. The fixed fee shall be in the

same proportion to the estimated cost for each task order as the maximum fixed fee is to the maximum estimated cost for the contract as set forth in Section B.

- (e) Task orders issued shall include, but not be limited to, the following information:
- (1) Date of Order
- (2) Contract Number and Task Order Number
- (3) Accounting and Appropriation Data
- (4) Description of the Work to be Performed
- (5) Level of Effort
- (6) DD Form 1423 (Contract Data Requirements List)
- (7) Place of Performance
- (8) Period of Performance
- (9) Estimated Cost Plus Fixed Fee
- (10) DD Form 254 (Contract Security Classification Specifications)
- (11) List of Government furnished material and the estimated value thereof for each order.
- (f) The ceiling amount for each task order will be the ceiling price stated therein and may not be exceeded except when authorized by a modification to the task order.

#### G-9 INFORMATION REQUIRED FOR SUBMISSION OF EACH ORDER

- (a) The COR or TM assigned in Section G will provide the contractor with a Statement of Work (SOW) for each order. The Contractor shall provide the COR or TM with a proposal in response to the SOW. The COR or TM will prepare an acquisition package and forward to the NRL Contracting Division for issuance of an order.
- (b) Direct Labor Hours, travel and material costs are subject to negotiation prior to award. In order to fully evaluate each order proposal, the contractor shall provide the following as applicable:
  - (1) A time phased (e.g., monthly, quarterly, etc.) breakdown of direct labor by labor category.
  - (2) A complete breakdown for travel identifying each cost mode of travel and the reason for the travel proposed.
  - (3) A complete list of all material including quantity and cost. The contractor shall provide specific documentation to serve as the basis for price verification (i.e., vendor quotations, invoices, published price lists, GSA schedule lists, etc.).

#### **G-10** SUBCONTRACTORS/CONSULTANTS

(a) The following subcontractors/consultants have been identified in the Contractor's proposal as necessary for performance of this contract.

Subcontractor/Consultant Name

Time or Unit

**Estimated Cost** 

(To be filled in at time of award)

- (b) The Contracting Officer's consent required by Paragraph (c) of the contract clause entitled "Subcontracts (Cost-Reimbursement and Letter Contracts)" is hereby given for the listed subcontracts/consultants unless (i) they are of the cost-reimbursement, time-and-materials, or labor-hour type and are estimated to exceed \$25,000, including any fee, (ii) are proposed to exceed \$100,000, or (iii) are one of a number of subcontracts with a single subcontractor, under this contract, for the same or related supplies or services that, in the aggregate, are expected to exceed \$100,000. In such cases consent shall be requested from the Administrative Contracting Officer.
- (c) Any changes to the above list must be authorized by the Administrative Contracting Officer (ACO).

#### **SECTION H**

#### SPECIAL CONTRACT REQUIREMENTS

H-1 TYPE OF CONTRACT

(To be filled in at time of award)

- **H-2** ONR 5252.237-9705 KEY PERSONNEL (DEC 88)
- (a) The Contractor agrees to assign to the contract tasks those persons whose resumes where submitted with its proposal and who are necessary to fulfill the requirements of the contract as "key personnel". No substitutions may be made except in accordance with this clause.
- (b) The Contractor understands that during the first ninety (90) days of the contract performance period, no personnel substitutions will be permitted unless these substitutions are unavoidable because of the incumbent's sudden illness, death or termination of employment. In any of these events, the Contractor shall promptly notify the Contracting Officer and provide the information described in paragraph (c) below. After the initial ninety (90) day period the Contractor must submit to the Contracting Officer all proposed substitutions, in writing, at least fifteen (15) days in advance (thirty (30) days if security clearance must be obtained) of any proposed substitution and provide the information required by paragraph (c) below.
- (c) Any request for substitution must include a detailed explanation of the circumstances necessitating the proposed substitution, a resume for the proposed substitute, and any other information requested by the Contracting Officer. Any proposed substitute must have qualifications equal to or superior to the qualifications of the incumbent. The Contracting Officer or his/her authorized representative will evaluate such requests and promptly notify the Contractor of his/her approval or disapproval thereof.
- (d) In the event that any of the identified key personnel cease to perform under the contract and the substitute is disapproved, the contract may be immediately terminated in accordance with the

Termination clause of the contract.

The following are identified as key personnel:

(To be filled in at time of award)

# H-3 LEVEL OF EFFORT TASK ORDERS

- (a) In the performance of each task order issued under this contract, the Contractor agrees to provide the level of effort specified in the task order and in accordance with this provision.
- (b) The level of effort per task order shall be expended at the average monthly rate specified therein. It is understood and agreed that the rate of direct labor hours expended each month may fluctuate in pursuit of the technical objective, provided such fluctuation does not result in the use of the total hours of effort prior to the expiration of the term of the task order.
- (c) The Contractor is required to notify the Contracting Officer when any of the following situations occur, or are anticipated to occur: If during any three consecutive months the monthly average is exceeded by 25% or, at any time it is forecast that during the last three months of the task order less than 50% of the monthly average will be used during any given month; or, when 85% of the total level of effort has been expended.
- (d) If, during the term of the contract, the Contractor finds it necessary to accelerate the expenditure of direct labor under a task order to such an extent that the total hours of effort specified would be used prior to the expiration of the term, the Contractor shall notify the Contracting Officer in writing setting forth the acceleration required, the probable benefits which would result, and an offer to undertake the acceleration at no increase in the estimated cost or fixed fee together with an offer setting forth a proposed level of effort, cost breakdown, and proposed fixed-fee for continuation of the work until expiration of the term hereof. The offer shall provide that the work proposed will be subject to the terms and conditions of this contract and any additions or changes required by then current law, regulations, or directives, and that the offer, with a written notice of acceptance by the Contracting Officer, shall constitute a binding contract. The Contractor shall not accelerate any effort until receipt of such written approval by the Contracting Officer. Any agreement to accelerate will be formalized by contract modification.
- (e) The Contracting Officer may, by written order, direct the Contractor to accelerate the expenditure of direct labor under a task order such that the labor-hours of effort specified therein would be used prior to the expiration of the term. This order shall specify the acceleration required and the resulting revised term. The Contractor shall acknowledge this order within ten days of receipt.
- (f) If the total level of effort specified in each task order is not provided by the Contractor during the term of the task order, the Contracting Officer shall either (i) reduce the fixed fee of the task order as follows:

or (ii) subject to the provisions of the clause of this contract entitled "Limitation of Cost," require the Contractor to continue to perform the work until the total number of hours of direct labor specified in the task order shall have been expended, at no increase in the fixed fee of the task order.

- (g) In the event the Government fails to fully fund the task order in a timely manner, the term of the task order may be extended accordingly with no change to cost or fee. If the Government fails to fully fund the task order, the fee will be adjusted in direct proportion to that effort which was performed.
- (h) Notwithstanding any of the provisions of the above paragraphs, the Contractor may furnish labor-hours up to five percent in excess of the total direct labor-hours specified in the task order provided that the additional effort is furnished within the term hereof, and provided further that no increase in the estimated cost or fixed-fee is required, and no adjustment in the fixed-fee shall be made provided that the Contractor has delivered at least 95% of the level of effort specified in the task order.
- (i) It is understood that the mix of labor categories provided by the Contractor under the task order, as well as the distribution of effort among those categories, may vary considerably from the initial mix and distribution of effort, which was estimated by the Government or proposed by the Contractor.
- (j) Nothing herein shall be construed to alter or waive any of the rights or obligations of either party pursuant to the Clause entitled "Limitation of Costs" or "Limitation of Funds," either of which incorporated herein applies to each task order under this contract.

# **H-4** ONR 5252.235-9714 - REPORT PREPARATION (FEB 97)

Scientific or technical reports prepared by the Contractor and deliverable under the terms of this contract will be prepared in accordance with format requirements contained in ANSI/NISO Z39.18-1995, "Scientific and Technical Reports: Elements, Organization, and Design." [NOTE: ANSI Z39.18 may be obtained from NISO Press Fulfillment Center, P. O. Box 338, Oxon Hill, MD. 20750-0338. Telephone 1-800-282-6476]

#### H-5 ON-SITE USE OF GOVERNMENT PROPERTY

It is anticipated that Government property will be used by the contractor's personnel in the performance of that portion of the contract performed on-site at the U.S. Naval Research Laboratory (NRL) including any of its field sites. Such use will be on a rent free basis and all such property shall be considered to remain in the possession and control of the NRL for property responsibility and accountability purposes.

#### H-6 YEAR 2000 COMPLIANT INFORMATION TECHNOLOGY

Information technology acquired with funds provided hereunder shall be Year 2000 compliant as defined at FAR 39.002. "Information technology" is defined at FAR 2.101.

#### H-7 REPRESENTATIONS AND CERTIFICATIONS

The Contractor's completed Representations, Certifications, and Other Statements of Offerors or Respondents is incorporated herein by reference in any resultant award.

#### **PART II - CONTRACT CLAUSES**

# **SECTION I**

# **CONTRACT CLAUSES**

# I-1 52.252-2 - CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

http://www.arnet.gov/far

http://heron.nrl.navy.mil/contracts/home.htm

# a. FEDERAL ACQUISITION REGULATION CLAUSES

<u>SE</u>	<u>TITLE</u>
-	Definitions (OCT 1995)
-	Gratuities (APR 1984)
-	Covenant Against Contingent Fees (APR 1984)
-	Restrictions On Subcontractor Sales To The Government (JUL 1995)
-	Anti-Kickback Procedures (JUL 1995)
-	Cancellation, Rescission, And Recovery Of Funds For Illegal Or Improper Activity (JAN 1997)
-	Price Or Fee Adjustment For Illegal Or Improper Activity (JAN 1997)
-	Limitation On Payments To Influence Certain Federal Transactions (JUN 1997)
-	Printing/Copying Double-Sided On Recycled Paper (JUN 1996)
-	Protecting The Government's Interest When Subcontracting With Contractors
	Debarred, Suspended, Or Proposed For Debarment (JUL 1995)
-	Defense Priority and Allocation Requirements (SEP 1990)
-	Audit And Records-Negotiation (AUG 1996)
-	Order of Precedence - Uniform Contract Format (OCT 1997)
-	Price Reduction for Defective Cost or Pricing Data - Modifications (OCT 1997)
-	Subcontractor Cost or Pricing Data Modifications (OCT 1997)
-	Integrity of Unit Prices (OCT 1997)

52.215-15	-	Termination of Defined Benefit Pension Plans (OCT 1997)
52.215-17	-	Waiver of Facilities Capital Cost of Money (OCT 1997)
52.215-18	-	Reversion or Adjustment of Plans for Post-retirement Benefits (PRB) Other than
		Pensions (OCT 1997)
52.215-19	_	Notification of Ownership Changes (OCT 1997)
52.215 <b>-</b> 21	_	Requirements for Cost and Pricing Data or Information Other Than Cost or Pricing
JZ.Z I J-Z I	-	·
<b>50.040.</b>		Data - Modifications (OCT 1997) - Alternate IV (OCT 1997)
52.216-7	-	Allowable Cost And Payment (APR 1998)
52.216-8	-	Fixed-Fee (MAR 1997)
52.219-8	-	Utilization Of Small, Small Disadvantaged And Women-Owned Small Business
		Concerns (JUN 1997)
52.219-9	_	Small, Small Disadvantaged and Women-Owned Small Business Subcontracting
<u> </u>		Plan (AUG 1998) - Alternate II (MAR 1996)
52.219-16	_	Liquidated Damages-Subcontracting Plan (AUG 1998)
	-	
52.219-23	-	Notice of Price Evaluation Adjustment For Small Disadvantaged Business
		Concerns (OCT 1998) Offers will be evaluated by adding a factor of 10%.
Offeror	r ele	cts to waive the adjustment.
52.222-2	-	Payment For Overtime Premiums (JUL 1990) -The Use Of Overtime Is Authorized
		Under This Contract If The Overtime Premium Does Not Exceed _"0"_
52.222-3	-	Convict Labor (AUG 1996)
52.222-21	_	Prohibition of Segregated Facilities (APR 1984) (DEVIATION)
52.222-26	_	Equal Opportunity (APR 1984)(DEVIATION)
52.222-35	_	Affirmative Action For Disabled Veterans And Veterans Of The Vietnam Era (APR
32.222-33	_	·
50,000,00		1998)
52.222-36	-	Affirmative Action For Workers With Disabilities (JUN 1998)
52.222-37	_	Employment Reports On Disabled Veterans And Veterans Of The Vietnam Era
02.222 01		(APR 1998)
E0 000 0		,
52.223-2	-	Clean Air And Water (APR 1984)
52.223-3	-	Hazardous Material Identification And Material Safety Data (JAN 1997)
52.223-5	-	Pollution Prevention and Right-To-Know Information (APR 1998)
52.223-6	-	Drug-Free Workplace (JAN 1997)
52.223-14	-	Toxic Chemical Release Reporting (OCT 1996)
52.225-11	-	Restrictions On Certain Foreign Purchases (AUG 1998)
52.226-1	_	Utilization Of Indian Organizations And Indian-Owned Economic Enterprises (SEP
<u></u>		1996)
52.227-1	_	Authorization And Consent (JUL 1995)- Alternate I (APR 1984)
	-	
52.227-2	-	Notice And Assistance Regarding Patent And Copyright Infringement (AUG 1996)
52.227-11	-	Patent Rights - Retention By The Contractor (Short Form) (JUN 1997)
52.227-12	-	Patent Rights - Retention By The Contractor (Long Form) (JAN 1997)
52.228-7	-	Insurance - Liability To Third Persons (MAR 1996)
52.230-2	-	Cost Accounting Standards (APR 1998)
52.230-3	-	Disclosure And Consistency Of Cost Accounting Practices (APR 1998)
52.230-6	_	Administration Of Cost Accounting Standards (APR 1996)
52.232-9	_	Limitation On Withholding Of Payments (APR 1984)
52.232-9		g , , , ,
JZ.ZJZ-11	-	Interest (JUN 1996)

52.232-18	_	Availability Of Funds (APR 1984)
52.232-20	-	Limitation Of Cost (APR 1984) (Applicable when the contract or task order is fully
		funded)
52.232-22	-	Limitation Of Funds (APR 1984) (Applicable when the contract or task order is not
		fully funded)
52.232-23	-	Assignment Of Claims (JAN 1986) Alternate I (APR 1984)
52.232-25	-	Prompt Payment (JUN 1997)
52.233-1	-	Disputes (OCT 1995)
52.233-3	-	Protest After Award (AUG 1996) - Alternate I (JUN 1985)
52.237-2	-	Protection Of Government Buildings, Equipment And Vegetation (APR 1984)
52.237-10	-	Identification of Uncompensated Overtime (OCT 1997)
52.242-1	-	Notice Of Intent To Disallow Costs (APR 1984)
52.242-3	-	Penalties For Unallowable Costs (OCT 1995)
52.242-4	-	Certification of Final Indirect Costs (JAN 1997)
52.242-13	-	Bankruptcy (JUL 1995)
52.243-2	-	Changes - Cost-Reimbursement (AUG 1987) - Alternate I (APR 1984)
52.244-2	-	Subcontracts (AUG 1998) - Alternate I (AUG 1996)
52.244-5	-	Competition In Subcontracting (DEC 1996)
52.244-6	-	Subcontracts for Commercial Items and Commercial Components (APR 1998)
52.245-5	-	Government Property (Cost-Reimbursement, Time-And-Material, Or Labor-Hour
		Contracts) (JAN 1986) (DEVIATION)
52.245-9	-	Use And Charges (APR 1984) (DEVIATION)
52.245-18	-	Special Test Equipment (FEB 1993)
52.246-23	-	Limitation Of Liability (FEB 1997)
52.246-25	-	Limitation Of Liability - Services (FEB 1997)
52.247-1	-	Commercial Bill Of Lading Notations (APR 1984)
52.247-63	-	Preference For U. S. Flag Carriers (JAN 1997)
52.249-6	-	Termination (Cost-Reimbursement) (SEP 1996)
52.249-14	-	Excusable Delays (APR 1984)
52.251-1	-	Government Supply Sources (APR 1984)
52.252-6	-	Authorized Deviations in Clauses (APR 1984)( fill in <u>Defense Federal Acquisition</u>
		Regulation Supplement (48 CFR Chapter 2))
52.253-1	-	Computer Generated Forms (JAN 1991)

#### **DEPARTMENT OF DEFENSE FEDERAL ACQUISITION REGULATION CLAUSES** b.

DFARS CLAUSE	<u>TITLE</u>
252.201-7000 -	Contracting Officer's Representative (DEC 1991)
252.203-7001 -	Special Prohibition On Employment (JUN 1997)
252.203-7002 -	Display Of DoD Hotline Poster (DEC 1991)
252.204-7000 -	Disclosure of Information (DEC 1991)
252.204-7003 -	Control Of Government Personnel Work Product (APR 1992)
252.204-7004 -	Required Central Contractor Registration (MAR 1998)
252.205-7000 -	Provision Of Information To Cooperative Agreement Holders (DEC 1991)
252.209-7000 -	Acquisition From Subcontractors Subject To On-Site Inspection Under The
	Intermediate-Range Nuclear Forces (INF) Treaty (NOV 1995)
252.209-7003 -	Compliance With Veterans' Employment Reporting Requirements (MAR 1998)

252.209-7004	-	Subcontracting With Firms That Are Owned Or Controlled By The Government
		Of A Terrorist Country (MAR 1998)
252.215-7000		Pricing Adjustments (DEC 1991)
252.219-7003	-	Small Business And Small Disadvantaged Business Subcontracting Plan (DoD Contracts) (APR 1996)
252.219-7005	-	Incentive For Subcontracting With Small Businesses, Small Disadvantaged Businesses, Historically Black Colleges And Universities And Minority Institutions (OCT 1998) If the Contractor exceeds the small disadvantaged business, historically black college and university, minority institution goal of its subcontracting plan, at completion of contract performance, the Contractor will receive 1 percent of the excess.
050 000 7004		Henry Warring Labels (DEC 1001)
252.223-7001 252.223-7006	-	Hazard Warning Labels (DEC 1991) Prohibition On Storage And Disposal Of Toxic And Hazardous Materials (APR 1993)
252.225-7001	_	Buy American Act And Balance Of Payments Program (MAR 1998)
252.225-7002	_	Qualifying Country Sources As Subcontractors (DEC 1991)
252.225-7012		Preference For Certain Domestic Commodities (SEP 1997)
252.225-7016	_	Restriction On Acquisition Of Ball And Roller Bearings (AUG 1998)
0=0 00= =000	_	Reporting Of Contract Performance Outside The United States (MAR 1998)
252.225-7031	_	Secondary Arab Boycott Of Israel (JUN 1992)
252.227-7000	_	Non Estoppel (OCT 1966)
252.227-7001		Release Of Past Infringement (AUG 1984)
252.227-7013	-	Rights In Technical Data Noncommercial Items (NOV 1995)
252.227-7014	-	Rights In Noncommercial Computer Software And Noncommercial Computer
		Software Documentation (JUN 1995)
252.227-7016	-	Rights In Bids or Proposal Information (JUN 1995)
252.227-7019	-	Validation Of Asserted RestrictionsComputer Software (JUN 1995)
252.227-7030	-	Technical DataWithholding Of Payment (OCT 1988)
252.227-7034	-	PatentsSubcontracts (APR 1984)
252.227-7036	-	Declaration Of Technical Data Conformity (JAN 1997)
252.227-7037	-	Validation Of Restrictive Markings On Technical Data (NOV 1995)
252.227-7039	-	PatentsReporting of Subject Inventions (APR 1990)
252.231-7000	-	Supplemental Cost Principles (DEC 1991)
252.232-7009	-	Payment By Electronic Funds Transfer (CCR) (JUN 1998)
252.235-7010	-	Acknowledgment of Support and Disclaimer (MAY 1995)
252.235-7011	-	Final Scientific Or Technical Report (MAY 1995)
252.242-7000	-	Post Award Conference (DEC 1991)
252.242-7004	-	Material Management And Accounting System (SEP 1996)
252.243-7002	-	Requests for Equitable Adjustment (MAR 1998)
252.245-7001	-	Reports of Government Property (MAY 1994)
252.247-7023	-	Transportation Of Supplies By Sea (NOV 1995)
252.247-7024	-	Notification Of Transportation Of Supplies By Sea (NOV 1995)
252 254 7000		Ordering From Covernment Supply Sources (MAY 1005)

# I-2 FAR 52.223-11 - OZONE-DEPLETING SUBSTANCES (JUN 1996)

252.251-7000 -

Ordering From Government Supply Sources (MAY 1995)

(a) Definitions.

"Ozone-depleting substance", as used in this clause, means any substance designated as Class I by the Environmental Protection Agency (EPA) (40 CFR Part 82), including but not limited to chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or any substance designated as Class II by EPA (40 CFR Part 82), including but not limited to hydrochlorofluorocarbons.

(b) The Contractor shall label products which contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j (b), (c), and (d) and 40 CFR Part 82, Subpart E, as follows:
"WARNING: Contains (or manufactured with, if applicable) *, a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere."
* The Contractor shall insert the name of the substance(s).
I-3 DFARS 252.225-7008 - SUPPLIES TO BE ACCORDED DUTY- FREE ENTRY (MAR 1998)
In accordance with paragraph (b) of the Duty-Free Entry clause of this contract, in addition to duty-free entry for all qualifying country supplies (end products and components) and all eligible end products subject to applicable trade agreements (if this contract contains the Buy American Act - Trade Agreements - Balance of Payments Program clause or the Buy American Act - North American Free Trade Agreement Implementation Act - Balance of Payments Program clause), the following foreign end products that are neither qualifying country end products nor eligible end products under a trade agreement, and the following nonqualifying country components, are accorded duty free entry.

# I-4 INDEFINITE DELIVERY, INDEFINITE QUANTITY CLAUSES:

FAR 52.216-18 ORDERING (OCT 1995)

- (a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of contract award through five (5) years.
- (b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

# I-5 FAR 52.216-19 ORDER LIMITATIONS (OCT 1995)

- (a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than 250 hours, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.
- (b) Maximum order. The Contractor is not obligated to honor -
  - (1) Any order for a single item in excess of 20,000 hours
  - (2) Any order for a combination of items in excess of 32,000 hours; or
- (3) A series of orders from the same ordering office within 60 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.
- (c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.
- (d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 30 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

# I-6 FAR 52.216-22 INDEFINITE QUANTITY (OCT 1995)

- (a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.
- (b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum". The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum".
- (c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after ninety (90) days following the expiration of the contract.

# PART III - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

#### **SECTION J**

#### LIST OF ATTACHMENTS

**J-1** Attachment (1) - Statement Of Work -4Pages, With Exhibit A - DD Form 1423, Contract Data Requirements And Enclosure (1) - Instructions For Distribution-2 Pages

# **PART IV - REPRESENTATIONS AND INSTRUCTIONS**

#### SECTION - K

# REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS OR RESPONDENTS

- K-1 Each Offeror must submit a completed Representations, Certifications, and Other Statements Of Offerors or Respondents with their proposal which is available in full text at http://heron.nrl.navy.mil/contracts/reps&certs.htm
- **K-2** The fill-in information for FAR 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (OCT 1998) is as follows:

The standard industrial classification (SIC) code for this acquisition is 8731. The small business size standard is 500.

K-3	COMMERCIAL AND GOVERNMENT ENTITY (CAGE) CODE REPORTING
The	Offeror's CAGE Code is {fill-in}
See	DFARS 252.204-7001 in Section L for procedures on requesting a CAGE Code.

# **SECTION L**

# INSTRUCTIONS CONDITIONS AND NOTICES TO OFFERORS OR RESPONDENTS

# L-1 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

http://www.arnet.gov/far http://heron.nrl.navy.mil/contracts/home.htm

FAR	CLAUSE	TITLE

-	Data Universal Numbering System (DUNS) Number (APR 1998)
-	Availability of Specifications Listed in the DOD Index of Specifications and
	Standards (DODISS) and Descriptions Listed in the Acquisition Management
	Systems and Data Requirements Control List, DOD 5010.12-L (AUG 1998)
-	Submission Of Offers In The English Language (APR 1991)
-	Submission Of Offers In U.S. Currency (APR 1991)
-	Instructions to Offerors- Competitive Acquisition (OCT 1997)
-	Facilities Capital Cost Of Money (OCT 1997)
-	Authorized Deviations in Provisions (APR 1984)

**L-2** FAR 52.211-14 - NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE (SEP 1990)

Any contract awarded as a result of this solicitation will be a  $\square$  DX rated order;  $\boxtimes$  DO rated order certified for national use under the Defense Priorities and Allocations system (DPAS) (15 CFR 700), and the Contractor will be required to follow all of the requirements of this regulation. fa

- L-3 FAR 52.215-20 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA (OCT 1997)ALTERNATE IV (OCT 1997)
  - (a) Submission of cost or pricing data is not required.
  - (b) Provide information described below

See L-11, Instructions For Submission And Information Required To Evaluate Proposals.

# **L-4** FAR 52.216-1 - TYPE OF CONTRACT (APR 1984)

The Government contemplates award of an Indefinite Delivery Indefinite Quantity type contract with Cost Plus Fixed Fee Task orders resulting from this solicitation.

- **L-5** FAR 52.233-2 SERVICE OF PROTEST (AUG 1996)
- (a) Protests, as defined in Section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO) shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from the Control Desk, Code 3200, Bldg. 222, Rm. 115, Naval Research Laboratory, 4555 Overlook Ave., S.W., Washington DC 20375-5326.
- (b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.
- **L-6** DFARS 252.204-7001 COMMERCIAL AND GOVERNMENT ENTITY (CAGE) CODE REPORTING (DEC 1991)
- (a) The Offeror is requested to enter its CAGE code on its offer in the block with its name and address. The CAGE code entered must be for that name and address. Enter CAGE Before the number.
- (b) If the Offeror does not have a CAGE code, it may ask the Contracting Officer to request one from the Defense Logistics Services Center (DLSC). The Contracting Officer will--
  - (1) Ask the Contractor to complete section B of a DD Form 2051, Request for Assignment of the Commercial and Government Entity (CAGE) Code;
  - (2) Complete section A and forward the form to DLSC; and
  - (3) Notify the Contractor of its assigned CAGE code.
- (c) Do not delay submission of the offer pending receipt of a CAGE code.
- **L-7** DFARS 252.227-7017 IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS (JUN 1995)
- (a) The terms used in this provision are defined in following clause or clauses contained in this solicitation--
  - (1) If a successful offeror will be required to deliver technical data, the Rights in Technical Data--Noncommercial Items clause, or, if this solicitation contemplates a contract under the Small Business Innovative Research Program, the Rights in Noncommercial Technical

Data and Computer Software--Small Business Innovative Research (SBIR) Program clause.

- (2) If a successful offeror will not be required to deliver technical data, the Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation clause, or, if this solicitation contemplates a contract under the Small Business Innovative Research Program, the Rights in Noncommercial Technical Data and Computer Software--Small Business Innovative Research (SBIR) Program clause.
- (b) The identification and assertion requirements in this provision apply only to technical data, including computer software documents, or computer software to be delivered with other than unlimited rights. For contracts to be awarded under the Small Business Innovative Research Program, the notification requirements do not apply to technical data or computer software that will be generated under the resulting contract. Notification and identification is not required for restrictions based solely on copyright.
- (c) Offers submitted in response to this solicitation shall identify, to the extent known at the time an offer is submitted to the Government, the technical data or computer software that the Offeror, its subcontractors or suppliers, or potential subcontractors or suppliers, assert should be furnished to the Government with restrictions on use, release, or disclosure.
- (d) The Offeror's assertions, including the assertions of its subcontractors or suppliers or potential subcontractors or suppliers shall be submitted as an attachment to its offer in the following format, dated and signed by an official authorized to contractually obligate the Offeror:

Identification and Assertion of Restrictions on the Government's Use, Release, or Disclosure of Technical Data or Computer Software.

The Offeror asserts for itself, or the persons identified below, that the Government's rights to use, release, or disclose the following technical data or computer software should be restricted:

Technical Data or			
Computer Software		Asserted	Name of Person
to be Furnished	Basis for	Rights	Asserting
With Restrictions*	Assertion**	Category***	Restrictions****
(LIST)****.	(LIST)	(LIST)	(LIST)

- \* For technical data (other than computer software documentation) pertaining to items, components, or processes developed at private expense, identify both the deliverable technical data and each such items, component, or process. For computer software or computer software documentation identify the software or documentation.
- \*\* Generally, development at private expense, either exclusively or partially, is the only basis for asserting restrictions. For technical data, other than computer software documentation, development refers to development of the item, component, or process to which the data pertain. The Government's rights in computer software documentation generally may not

be restricted. For computer software, development refers to the software. Indicate whether development was accomplished exclusively or partially at private expense. If development was not accomplished at private expense, or for computer software documentation, enter the specific basis for asserting restrictions.

***	Enter asserted rights category (e.g., government purpose license rights from a prior contract, rights in SBIR data generated under another contract, limited, restricted, or government purpose rights under this or a prior contract, or specially negotiated licenses).					
****	Corporation, individual, or other person, as appropriate.					
****	Enter "none" when all data or software will be submitted without restrictions.					
D	ate					
Р	rinted Name and Title		-			
			-			
S	ignature		-			

(e) An offeror's failure to submit, complete, or sign the notification and identification required by paragraph (d) of this provision with its offer may render the offer ineligible for award.

(End of identification and assertion)

- (f) If the Offeror is awarded a contract, the assertions identified in paragraph (d) of this provision shall be listed in an attachment to that contract. Upon request by the Contracting Officer, the Offeror shall provide sufficient information to enable the Contracting Officer to evaluate any listed assertion.
- **L-8** DFARS 252.227-7028 TECHNICAL DATA OR COMPUTER SOFTWARE PREVIOUSLY DELIVERED TO THE GOVERNMENT (JUN 1995)

The Offeror shall attach to its offer an identification of all documents or other media incorporating technical data or computer software it intends to deliver under this contract with other than unlimited rights that are identical or substantially similar to documents or other media that the Offeror has produced for, delivered to, or is obligated to deliver to the Government under any contract or subcontract. The attachment shall identify - -

- (a) The contract number under which the data or software were produced;
- (b) The contract number under which, and the name and address of the organization to whom, the data or software were most recently delivered or will be delivered; and

(c) Any limitations on the Government's rights to use or disclose the data or software, including, when applicable, identification of the earliest date the limitations expire.

#### L-9 GOVERNMENT-FURNISHED PROPERTY

No material, labor, or facilities will be furnished by the Government unless provided for in the solicitation.

#### L-10 INQUIRIES CONCERNING THE RFP

Any questions concerning the RFP must be submitted in writing to the Contracting Officer at the location noted in blocks 7 and 9 of the Standard Form 33, "Solicitation, Offer and Award," no less than fifteen (15) days before closing. The Government will not consider questions received after this date. Offerors are cautioned against directing any questions concerning this RFP to technical personnel at the Naval Research Laboratory.

# **L-11** INSTRUCTIONS FOR SUBMISSION AND INFORMATION REQUIRED TO EVALUATE PROPOSALS

- (1) Information for the technical and management proposal shall be placed in Volume I and be completely separate from the cost proposal (Volume II).
- (2) Proposal Identification/Mailing The proposal should be packaged for delivery so as to permit safe and timely arrival at destination. Three (3) copies of the technical proposal should be sent to the attention of Dr. Tsui, Code 7540 at the Naval Research Laboratory, 7 Grace Hopper Ave., Monteray, CA 93943. The remaining proposal package should be sent to the address shown in Block 7 of the RFP face page and marked:

Solicitation No. N00173-98-R-DB07 Closing Date: (As specified in Block 9, RFP face page) Attn: Code 3230DB

(3) Proposal Format and Length - No attempt is made to restrict the proposal format and style. However, the proposal should be written and organized so as to be compatible with the RFP, the Statement of Work, company's organization and accounting structure, and proposed cost estimate. Offerors are encouraged to use recycled paper and maximize the use of double sided copying when preparing responses to solicitations.

(4) Include a matrix indicating proposed labor hours by skill category required in accordance with the level of effort breakdown identified in this section. This matrix shall not contain labor rates or any other indication of price.

(5) The following information is required for evaluation of your technical/management and cost proposal. Any additional information may be provided.

# **VOLUME I - TECHNICAL/MANAGEMENT PROPOSAL**

REQUIRED COPIES: 1 ORIGINAL AND 3 COPIES

# **Technical Factor (1): PERSONNEL QUALIFICATIONS**

The proposer should provide convincing evidence that the company has, or has the ability, to obtain personnel with relevant experience in the scientific and technical areas described in the Statement of Work. These areas are highly specialized fields and personnel without actual experience in these areas are not acceptable. The proposal should clearly show how each person offered meets the personnel qualifications as detailed in the Solicitation. The proposal should detail each person's qualifications and experience in each area of the Statement of Work. It is essential for the offeror to demonstrate that key personnel will be capable of obtaining a SECRET clearance. The proposal should specify the amount of effort each person will be performing on this contract, both by the prime contractor as well as any proposed subcontractors

# Technical Factor (2): PAST PERFORMANCE

- (a) Offerors shall submit the following information as part of their proposal. (Offerors are encouraged to submit the information prior to other parts of the proposal to assist the government in reducing the length of the evaluation period.) List the last five contracts or subcontracts completed during the past threeyears for services similar in nature to this requirement. Include in the five any current contracts or subcontracts for similar services that were awarded at least one year prior to the date of this solicitation. Offerors that have no similar previous or current contracts should provide the requiested information for proposed subcontractors that will perform major or critical aspects of the requirement or for the proposed project manager or key personnel responsible for major or critical aspects of the requirement.
  - 1. Name of contracting organization.
  - 2. Contract number
  - 3. Contract type
  - 4. Total Contract Value
  - 5. Description of the contract work
  - 6. Contracting officer and telephone number
  - 7. Contracting officer's representative, program manager, or similar official and telephone number
- (b) Offerors shall contact the contracting organizations identified pursuant to paragraph (a) as soon as possible and request them to send past performance information on the identified contracts to the address in Block 7 of the face page of this solicitation. The past performance report which is available at http://heron.nrl.navy.mil/contracts/home.htm is to be provided to the contracting

organization for this purpose. If the contracting organization has already collected past performance information on the contract pursuant to FAR Subpart 42.15, the format used to collect the information may be used instead of the past performance report.

(c) Offerors may include in their proposals specific information relating to problems encountered in performing the identified contracts and any corrective actions by the offeror. Offerors should not provide general information on their performance on the identified contracts, as this will be obtained from the contracting organizations.

# **Technical Factor (3): COMPANY EXPERIENCE**

The proposal must provide a narrative description of company experience on projects with scientific and technical tasks similar to those required in the Statement of Work. This description should clearly show: (1) the relationship between the company's experience and the tasks required under the Statement of Work and (2) prior or current programs in the task areas.

# **Technical Factor (4): MANAGEMENT ABILITY**

The proposal must provide a narrative description of company management experience on projects with scientific and technical tasks similar to those required in the Statement of Work. This description should clearly show previous performance at meeting instrument performance, cost and schedule goals on these projects.

{THIS SECTION TO BE TAILORED TO PARTICULAR ACTION. INSERT OTHER INFORMATION REQUIRED TO EVALUATE PROPOSAL. MUST MATCH EVALUATION FACTORS IN SECTION M}

# **VOLUME II - COST PROPOSAL**

REQUIRED COPIES: 1 ORIGINAL AND COPIES

The offeror shall submit a cost proposal with supporting information for each cost element consistent with offeror's cost accounting system. The supporting breakdown should include such elements as materials, direct labor, indirect cost, and other costs such as travel. The offeror shall provide exhibits as necessary to substantiate the cost elements. Should rates be used in the proposal which are not DCAA approved, the offeror shall provide complete documentation and the rationale for their use at time of proposal submission. Offerors are requested to provide one copy of their cost proposal on a PC formatted disk that is readable by Excel.

**PAGE 27** 

- L-12 TRAVEL AND MATERIAL ESTIMATES (FOR PROPOSAL PREPARATION PURPOSES ONLY). THE TRAVEL AND MATERIAL ESTIMATES ARE DIRECT COSTS AND THE OFFEROR SHOULD ADD APPLICABLE INDIRECT COSTS, IF ANY.
- (A) TRAVEL WILL BE ESTIMATED AT \$10,000 PER YEAR FOR PROPOSAL PURPOSES.
- (B) MATERIAL WILL BE ESTIMATED AT \$5,000 PER YEAR FOR PROPOSAL PURPOSES
- **L-13** GENERAL INSTRUCTIONS FOR SUBMISSION OF COST PROPOSAL FOR TASK ORDER 0001
- (1) The Government will issue task order 0001 concurrent with contract award with a one year period of performance. Therefore, the sucessful offeror's year one cost proposal for the basic contract constitutes the offeror's cost proposal for task order 0001.

#### L-14 ANTICIPATED DISTRIBUTION OF DIRECT LABOR HOURS BY LABOR CATEGORIES

The following is the anticipated distribution by labor category of the maximum level of effort. This distribution shall be used by the offeror in preparing the cost proposal. If the offeror uses labor category terminology other than that used in this provision, the offeror must provide a matrix clearly relating their proposed labor categories to those in this provision.

LABOR CATEGORIES	Hours
Senior Scientist:	37,500
Scientist:	28,250
Computer Scientist:	28,250

#### **SECTION M**

### **EVALUATION FACTORS FOR AWARD**

# M-1 EVALUATION

Award will be made to that offeror whose proposal is determined to be the best value to the Government, proposed cost and other factors considered. The Government reserves the right to make award to other than the low offeror. Although technical considerations are more important than cost, the closer the technical scores of the various proposals are to one another, the more important cost considerations become.

#### M-2 EVALUATION FACTORS FOR AWARD

Proposals will be evaluated in accordance with the following criteria. The technical factor is more important than the cost factor. The technical factors are listed in descending order of importance.

<u>Technical Factor (1)</u>— The proposal will be evaluated on the offeror's demonstrated ability to provide personnel with: (1) the appropriate qualifications set forth in the Statement of Work; (2) actual relevant experience in the technical and scientific areas set forth in the Statement of Work; and, (3) the ability to obtain a SECRET clearance of key personnel prior to commencing work.

<u>Technical Factor (2)—</u> Past performance will be evaluated on the basis of the quality of the work performed, timeliness of performance, cost control, and business relations. The evaluation will be based on the information provided pursuant to Section L-.11 and other sources if available. Offerors that have no relevant performance history or for which past performance information is not available will not be evaluated favorably or unfavorably on past performance. The government may begin proposal evaluation prior to receipt of past performance information. If, after completion of proposal evaluation except evaluation of past performance, the contracting officer determines that evaluation of past performance will not affect the outcome of competitive selection, the contracting officer may waive its evaluation in accordance with FAR 15.304(c)(3)(iii).

<u>Technical Factor (3)</u>— The proposal will be evaluated on the offeror's demonstrated company experience in performing projects requiring scientific and technical effort which is closely similar or related to the scientific and technical efforts set forth in the Statement of Work

<u>Technical Factor (4)--</u> The proposal will be evaluated on the offeror's demonstrated management ability and success in managing projects of similar complexity and duration as that set forth in the Statement of Work.

#### II. COST

(1) PROPOSED OVERALL COST

Proposed estimated cost and fixed-fee.

(2) THE REALISM OF THE PROPOSED COST

Cost Realism means that the costs in an offeror's proposal are realistic for the work to be performed; reflect a clear understanding of the requirements; and are consistent with the various elements of the offeror's technical proposal.

The Government may adjust the proposed cost for purposes of evaluation based upon the results of the cost realism evaluation.

#### STATEMENT OF WORK

# 1. Background

The Marine Meteorological Division of the Naval Research Laboratory located in Monterey, CA is the corporate S&T laboratory of the Navy dedicated to serve its weather research needs. The Division is dedicated to advance the fundamental scientific understanding of the atmosphere, to apply scientific discoveries in the development of innovative objective weather prediction systems and to develop ways to provide atmospheric inputs to the tactical decision-maker.

# 2.0 Scope

The scope of this project is to provide on-site support to the Naval Research Laboratory (NRL), Monterey, CA research and development effort in advanced numerical weather prediction. NRL Monterey is dedicated to advance the fundamental scientific understanding of the atmosphere, to apply scientific discoveries in the development of innovative objective weather prediction systems and to develop ways to provide atmospheric inputs to the tactical decision makers. From the vision of an integrated concept of operations for Meteorology and Oceanography (METOC), the warfighter is supported by a succession of capabilities, which depict the atmospheric conditions of various scales of all locations over the globe. The fundamental basis of the entire operation is the global analysis and prediction system is the Navy Operational Global Atmospheric Prediction System (NOGAPS) which provides continuous global "best estimates" of the present state of the atmosphere. This basis is complemented by a multi-scale, re-locatable mesoscale atmospheric and oceanic analysis and prediction system - The Coupled Ocean and Atmosphere Mesoscale Prediction System (COAMPS). COAMPS also forms the heart of the Tactical Analysis and Prediction System (TAMS), a system which is meant to be deployed at forward locations, used onscene, and fed by local and regional data sources to provide both nowcasting and a local prediction capability given boundary and initial conditions from ashore.

# 3.0 Requirements

#### 3.1 NUMERICAL WEATHER PRODICTION MODEL DEVELOPMENT

The contractor shall provide support in air/ocean modeling development. This research includes the investigation of candidate ocean models and the development of the physical and numerical schemes to couple the atmosphere and ocean through a two-way interactive interface.

In addition to the Air/Ocean model coupling support, the contractor shall provide support in the development of the air/ocean data assimilation system. A large component of the development of a coupled system will be the data assimilation cycle. New initialization schemes will be required and new variables will be added to the data analysis. Techniques to optimize the use of observational data from satellite and other new sources will need to be developed.

The contractor shall provide support to the development of an interface of the atmospheric model to a surface wave model (i.e. WAM), thereby capturing the exchange of momentum at the air/sea interface. This will require the development of more explicit surface layer physics, as well as possibly intermediate modeling between the wave model spectra and the atmospheric surface layer parameters.

The contractor shall provide support to the code optimization effort in the following areas:

- efficient use of input/output and memory;
- minimization of running time;
- robustness, including the ability to overcome erroneous input data without failing;
- maintainability, modular code that is understandable and easily modified.

# 3.2 COMPLEX QUALITY CONTROL DEVELOPMENT

The contractor shall provide support to design, develop, test and implement quality control software modules, including the new Complex QC software, for data input and output interfaces with the FNMOC database, ISIS. Work includes:

- modifying the data input and output (I/O) interfaces to read and write from the FNMOC database, ISIS;
- writing computer software to verify the accuracy of the FNMOC database and decoder software; and
- Using primary software and utilities that have already been developed by NRL and FNMOC, design and add the appropriate software interfaces so that NRL researchers may easily request, access and transfer observational data to satisfy their research requirements. The primary programming language will be FORTRAN, but other languages and graphics tools may be needed as well.

# 3.3. NUMERICAL WEATHER PREDICTION MODEL VERIFICATION AND VALIDATION

The contractor shall provide support to design, develop, test and implement model validation and verification system. Work includes:

- Verifying the continuous variables as well as sensible weather parameters
- Comparing the results against other model results
- Assessing the impact of model results on sensor performance
- Documenting the results

#### 3.4 REPORTS AND DATA

The contractor shall provide reports and data in accordance with Exhibit A.

# 4.0 PERSONNEL QUALIFICATIONS

The desired personnel qualifications are specified below.

# 4.1 Senior Scientist:

Doctorate in meteorology or physical science or with 5 years or more meteorological research experience. Numerical weather prediction development experience. Meteorological data processing and manipulation experience. Model validation and verification. Statistical analysis experience. Meteorological data processing experience. Computer programming skill includes:

- Computer Hardware: CRAY, SUN, DEC, HP, SGI
- Computer System Software: UNIX operating system, FORTRAN 90, MPI
- Application Software: WWW page implementation, 4-D visualization software, particularly VIS5D
- Data Formats: GRIB, BUFR.
- Documentation Formats: American Meteorological Society publication format, and software engineering documentation format: MIL-STD-498.

### 4.2 Scientist:

Master of Science/Arts Degree in meteorology or physical science or with 3 years or more meteorological research experience. Numerical weather prediction development experience. Meteorological data processing and manipulation experience. Model validation and verification. Statistical analysis experience. Meteorological data processing experience. Computer programming skill includes:

- Computer Hardware: CRAY, SUN, DEC, HP, SGI
- Computer System Software: UNIX operating system, FORTRAN 90, MPI
- Application Software: WWW page implementation, 4-D visualization software, particularly VIS5D
- Data Formats: GRIB, BUFR.

 Documentation Formats: American Meteorological Society publication format, and software engineering documentation format: MIL-STD-498.

# 4.3 Computer Scientist:

Bachelor of Science Degree with at least 3 years of software development, software engineering experience, including specialized expertise in parallel processing, vector processing, real-time data processing, database management, and scientific data visualization. Computer programming skill includes:

- Computer Hardware: CRAY, SUN, DEC, HP, SGI
- Computer System Software: UNIX operating system, FORTRAN 90, MPI
- Application Software: WWW page implementation, 4-D visualization software, particularly VIS5D
- Networking Protocols.

# **CONTRACT DATA REQUIREMENTS LIST**

(2 Data Items)

Form Approved OMB No. 0704-0188

Public reporting burden for this collection of information is estimated to average 220 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other espect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arington, VA 22202-4302, and to the Office of Management and Budget Paperwork Reduction Project (7704-01.018). Washington D.C. 2506.3 Please DD NOT RETURN your for these address, and completed from to the Government Issuing Contracting Officer for the Centractiff RN in Island in Block E.

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# **ENCLOSURE (1) TO DD FORM 1423 INSTRUCTIONS FOR DISTRIBUTION**

# **DISTRIBUTION OF TECHNICAL REPORTS**

The minimum distribution of technical reports and the final report submitted in connection with this contract is as follows:

ADDRESSEE	DODAAD CODE	_	R OF COPIES UNCLASSIFIED/LIMITED AND CLASSIFIED
COR Naval Research Laboratory	N00173	1	1
Code: 4555 Overlook Ave., S.W. Washington, DC 20375-5320			
Administrative Contracting Officer		1	1
Director Naval Research Laboratory ATTN: Code: 5227 4555 Overlook Ave., S.W. Washington, DC 20375-5326	N00173	1	1
Defense Technical Information Center (DTIC) 8725 John J. Kingman Rd. Suite #0944 Fort Belvoir, VA 22060-6218	S47031	4	2

# DISTRIBUTION OF NON-TECHNICAL REPORTS

The minimum distribution of non-technical reports submitted in connection with this contract is as follows:

	NUMBER OF COPIES		
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COR	N00173	1	1
Administrative Contracting Officer (DCMAO)		1	1